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**Strata Property Act
Form I**

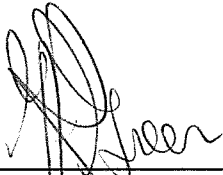
AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan LMS 1107 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual or ~~special~~ general meeting held on March 26, 2019

CONSIDERATION of 3 / 4 VOTE "G" (Special Resolution "G")

Be it resolved by a $\frac{3}{4}$ vote of the owners of LMS 1107 to consolidate any changes approved at this AGM into the current bylaws as one complete set and to file this new set with Land Titles and, in so doing, to rescind all previous sets of bylaws on file.



Signature of Council Member



Signature of Second Council Member

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title.

STRATA CORPORATION - LMS 1107 - SOUTHWYND

SCHEDULE OF BYLAWS

(with approved amendments of October 30,2018, March 29, 2017, March 30, 2016, April 15, 2014 March 27, 2013, March 21, 2012, March 20, 2009, March 21, 2007, March 23, 2005, March 17, 2004, October 25, 2003, March 19, 2003, October 25, 2001)

DEFINITIONS AND INTERPRETATIONS

- “Act”** means the Strata Property Act.
- “Assessment”** means monies owed to the Strata Corporation by an owner for any reason including, but not limited to strata fees, special levies, fines, interest, banking charges, filing costs, legal expenses, administrative charges, user fees, interest charges and any other expenses incurred by the Strata Corporation to enforce these bylaws or any rule.
- “Bylaw”** means a bylaw of the Corporation.
- “Common Property”** means:
- (a) that part of the land and buildings that is not part of a strata lot, and
 - (b) pipes, wires, cables, chutes, ducts and other facilities for passage or provision of water, sewage, drainage, gas, electricity, telephone, radio, television, heating and cooling systems and other similar services that are located within a floor, wall or ceiling that forms a boundary as defined in the Act.
- “Contingency reserve fund”** means a fund for common expenses that usually occur less often than once a year or that do not usually occur, as set out in the Act.
- “Council”** means the Council of Strata Corporation LMS 1107 Southwynd duly elected by eligible voters.
- “Eligible voter”** means a person who is qualified to vote at an Annual General Meeting or a Special General Meeting and whose strata fees, assessments and special levies are not in arrears.
- “Family”** means:
- a) a spouse of the owner,
 - b) a parent or child of the owner,
 - c) a parent or child of the spouse of the owner.
- “Fixtures”** means items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can

be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other items.

“House Sitting” means temporary occupation of a strata lot by a person or persons for the purpose of safeguarding the premises during the temporary absence of an owner, occupant or tenant.

“House Swapping” means an arrangement granting temporary occupation of a strata lot in return for the temporary occupation of other premises.

“Landlord” means an owner who rents or leases a strata lot to a tenant.

“Lease” means any rental agreement that confers rental rights or privileges.

“Limited common property” means common property designated for the exclusive use of the owner of one or more strata lots.

“Majority vote” means a vote in favour of a resolution by more than one-half (50% plus one) of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken.

“Occupant” means a person, other than an owner or tenant, who occupies a strata lot.

“Operating fund” means a fund for common expenses that usually occur either once a year or more often than once a year, as set out in section 92(a) of the Act.

“Owner” means a person shown in the register of a land title office as the owner of a freehold estate in a strata lot in LMS 1107, Southwynd.

“Patios and Balconies” are terms that may be used interchangeably.

“President” means a person elected by Council members to serve as President of the Council.

“Purchaser” means a person who enters into an agreement to purchase a strata lot but to whom the strata lot has not yet been conveyed.

“Regulations” means regulations made by the Lieutenant Governor in Council under section 292 of the Act.

“Resident Manager” means the person or persons hired by the Corporation to undertake duties as specified in a contract between the parties.

“Rule” means a rule of the Strata Corporation made under section 125 or 197 of the Act.

“Spouse” means the husband or wife of an owner, the common law husband or wife of an owner and includes a person of the same gender, whether married or not who lives in a marriage-like relationship with an owner.

“Strata Manager” means a designated agent of a company hired to administer the business affairs of the Corporation.

“Sub-lease” means a lease granted to someone who is not a party to the original lease signed by a tenant.

“Tenant” means a person who rents or leases a strata lot.

“3/4 vote” means a vote in favour of a resolution by at least three-quarter (75%) of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken.

DIVISION 1 – DUTIES OF OWNERS, OCCUPANTS, TENANTS AND VISITORS

Late Payment of Strata Fees and Special Levies

1. (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, Council may make an administrative charge of Twenty-five dollars (\$25.00) on the late payment. If the late payment continues to be in arrears after 30 days, an additional administrative charge of Twenty-five dollars (\$25.00) may be assessed. If the contravention continues beyond 30 days, the provisions of bylaw 47 may be applied by Council.
- (3) If an owner is late in paying any special levy, the owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid. If the contravention continues beyond 5 weeks, the provisions of bylaws 46 and 47 may be applied by Council instead of interest.
- (4) When an owner is delinquent in paying either strata fees or a special levy, Council may register a lien against the strata lot for the full amount owing plus all legal and other costs incurred by Council in collecting the said fees or special levy.

Repair and Maintenance of Property by Owner

2. (1) An owner must repair and maintain the owner's lot, except for repairs and maintenance that are the responsibility of the Strata Corporation as defined in bylaw 10.
- (2) An owner who has the use of limited common property must repair and maintain it, except for the repair and maintenance that is the responsibility of the Strata Corporation as defined in bylaw 10.

Use of Property

3. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, or another strata lot,
 - (d) is illegal,

- (e) is contrary to a purpose for which the strata lot or common property is intended,
 - (f) causes damage or prevents the growth of trees, plants, bushes, flowers or lawns,
 - (g) changes a landscaped area by removing or adding any plants without prior Strata Corporation approval,
 - (h) interferes with or prevents the maintenance of the grounds.
- (2) Sub-leasing all or any part of a strata lot is prohibited.
- (3) Reasonable wear and tear accepted, an owner, occupant, tenant, or visitor must not cause damage, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws, or insure(s) under section 149 of the Strata Property Act.
- (4) An owner, occupant, tenant, or visitor must ensure that all visiting animals are leashed or otherwise secured and must be carried when on the common property or on land that is a common asset. Except for pets that are visiting during the daytime, all other visits involving overnight stays must be requested in writing and must be approved by the Strata Council in advance. The Strata Council may, at their sole discretion, deny or limit the time period granted.
- (5) An owner, tenant or occupant must not keep any pets on a strata lot.
- (6) An owner, occupant, tenant or visitor must not:
- (a) smoke in hallways, elevators, stairways, underground parking areas or any other common area,
 - (b) use the strata lot for any purpose which involves undue traffic, or noise in or about the strata lot or common property between the hours of 11:00 p.m. and 7:00 a.m.,
 - (c) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, occupant or tenant,
 - (d) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property, such that it causes a disturbance or interferes with the comfort of any other owner, occupant or tenant,
 - (e) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas,
 - (f) permit anything to be done that is contrary to any of the Provisions, Rules, Bylaws or Ordinances of any Government or Municipal statute,

- (g) leave on the common property or any limited common property, any commercial shopping cart or any other item designated from time to time by Council,
- (h) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity. These cooking devices may only be used in conformity with rules made by the Strata Corporation from time to time governing the use of outdoor cooking devices,
- (i) interfere with or direct the Resident Manager or any contractor or the contractor's employees working on site at Southwynd,
- (j) shake any mops or dusters of any kind, nor throw any refuse out of the windows, doors, stairwells or from the balcony of a strata lot, (snow excepted),
- (k) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof,
- (l) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water or heated water supply,
- (m) allow a strata lot to become unsanitary or a source of obnoxious odour,
- (n) hang any bird feeders (except hanging hummingbird feeders), install any bird baths, feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property,
- (o) install any window coverings, visible from the exterior of the strata lot, which may differ in size or colour from those on the original building specifications,
- (p) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies, or other parts of the building so that they are visible from the outside of the building,
- (q) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Council,
- (r) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto,
- (s) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot,
- (t) place any items on any deck, patio or balcony which, in the opinion of Council, are not in balance with the development in terms of design, quality, proportion and/or colour,

- (u) install or place any planter boxes, hanging plants, baskets or any other items whatsoever which will hang past the inside edge of the balcony railing,
- (v) place planters and other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of Council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such plants, items or equipment must be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed,
- (w) give any keys, combinations, security cards, or other means of access to the building, the parking garage or common areas to any person other than those permitted under the provisions of these bylaws and the rules.(x)cultivate marijuana on common property, limited common property or inside the strata lot.
- (x) cultivate marijuana on common property, limited common property or inside the strata lot.
- (y) smoke marijuana on common property, limited common property or inside the strata lot. This bylaw includes owners, tenants, occupants or visitors.

Use of Property (Clubhouse)

4. When an owner, occupant or tenant is granted the use of the Clubhouse for the purpose of holding a private function that owner, occupant or tenant is responsible for the conduct of their guests and liable for any and all damage, other than reasonable wear and tear, that might be caused in the course of their function.

Inform Strata Corporation

5. (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of their name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, a tenant or occupant must inform the Strata Corporation of his or her name.

Flooring

6. (1) An owner or occupant (hereinafter called the applicant) wishing to replace the existing floor covering with a ceramic, hardwood, laminate or other hard surface floor covering, shall first submit an application to Council which shall include the following:
 - (a) a description of the type of flooring to be installed;
 - (b) a commitment by the applicant to use an underlay that meets or exceeds the industrial Sound Transmission Class (STC) of IIC 71 to provide an effective noise barrier; and,
 - (c) a commitment by the applicant to hold the Strata Corporation free of costs and to assume any and all costs for damage directly or indirectly caused to common property and limited common property when installing or preparing to install a ceramic, hardwood, laminate or any hard-surface floor cover.
- (2) Council's approval of an application to install and/or replace floor cover with a ceramic, hardwood, laminate or any other hard-surface floor cover shall be provided in a letter to the applicant that sets out the following conditions:
 - (a) the underlay must meet or exceed the industrial Sound Transmission Class (STC) of IIC 71;
 - (b) after the underlay is installed and prior to any ceramic, hardwood, laminate or hard-surface floor cover being installed over the underlay the applicant will contact Council and Council will arrange to have the underlay inspected and approved ;
 - (c) work on installation shall be limited to the hours of 8:00 A.M. to 6:00 P.M., Monday through Saturday; and,
 - (d) the applicant must remove waste materials from the common property.
- (3) Prior to commencing the work, an applicant shall sign and return a copy of the Council's letter of approval thereby signifying acceptance of the terms and conditions described in (2) a), b), c) and d) above.
- (4) Council may levy a fine as per bylaw 46 and 47 if they are satisfied that one or more of terms set out in subsection 3 are not being met.
- (5) A hard-surface floor covering that is installed without the written approval of Council may be removed by Council at the owner's expense and the owner shall be liable to fines as prescribed in bylaws 46 and 47.

Security Devices and Window Definitions (Altering Exterior Appearance)

7. (1) An owner must obtain the written approval of Council before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building,
 - (b) the exterior of a building,

- (c) stairs, balconies or other things attached to the exterior of a building,
 - (d) doors and windows on the exterior of a building, or that front on the common property,
 - (e) the color of replacement drapes, blinds or screen doors which will not conform with the original or overall colour and style of the rest of the building,
 - (f) fences, railings or similar structures that enclose a patio or balcony,
 - (g) common property located within the boundaries of a strata lot,
 - (h) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) Council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner, occupant or tenant must not do any act, nor alter a strata lot in any manner, which in the opinion of Council will alter the exterior appearance of the building.
- (4) Owners may apply to council to request permission to install window film on any or all exterior windows and patio doors provided that the following guidelines are followed:
- (a) The material is to be 3M or FTI or proven equivalent.
 - (b) The colour of the material is to be the grey shade with a tint level of 35.
 - (c) The film is to be professionally installed and to be free of bubbles or wrinkles.
 - (d) Owners installing such window film will sign a letter of undertaking, on behalf of themselves and all future owners of the suite, that they will be accepting all responsibility for the failure of window seals.

Altering Common Property (Evidence of Insurance Coverage)

8. (1) An owner must obtain Council approval before making an alteration to common property, including limited common property, or common assets and those parts of the strata lot which the Strata Corporation must insure under Section 149 of the Act.
- (2) Council may require, as a condition of its approval, that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of Council, evidence of appropriate insurance coverage relating to the alteration.

- (3) An owner must obtain written Council approval before making an alteration to any part of the strata lot which the Strata Corporation must insure under Section 149 of the Act including (but not limited to) plumbing, electrical, flooring, cabinets, walls, countertops or anything that is not an owner's personal possession and that the permitted hours of work be limited to Monday to Saturday from 8:00 AM to 6:00 PM. The Council may, at its sole discretion, impose requirements for this work to be done by licensed and insured contractors, to require appropriate permits, to require that old materials be disposed of off-site, to require engineering approval if appropriate and to impose a reasonable time-line for completion. As a condition of approval, the Council may require a letter of undertaking from the owner accepting future responsibility for the alterations and improvements. This does not apply to cosmetic improvements such as painting.

Inspection of Strata Lots for Bylaw Compliance

9. (1) An owner, occupant, tenant or visitor must allow a person authorized by Council to enter their strata lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage,
 - (b) on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws, or insure under section 149 of the Act,
 - (c) on 48 hours' written notice to ensure compliance of the Act and these bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

Repair and Maintenance of Property by Strata Corporation

10. The Strata Corporation must repair and maintain all of the following:
 - (a) common assets of the Strata Corporation,
 - (b) common property that has not been designated as limited common property,
 - (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and,
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:

- (1) structure of the building,
 - (2) exterior of a building,
 - (3) doors, windows and skylights on the exterior of a building or that front on the common property,
 - (4) fences, railings and similar structures that enclose the patios, balconies and yards;
- (d) a strata lot in a Strata Plan that is not a bare land Strata Plan, but the duty to repair and maintain it is restricted to:
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 – COUNCIL

Council Size

- 11. (1) The Council shall consist of seven members.
- (2) A quorum of Council shall be four.

Council Members’ Eligibility and Terms of Office

- 12. (1) The only persons who may serve as Council members are the following:
 - (a) owners, or
 - (b) spouses of owners.
- (2) No person is eligible to stand for Council if their strata fees are in arrears and/or the Strata Corporation is entitled to register a lien against that person’s strata lot.
- (3) Subject to sub-sections (4) and (5), Council members shall be elected at each Annual General Meeting except as otherwise provided.
- (4) Four Council members shall be elected on an odd numbered year and three Council members shall be elected on an even numbered year, with each elected Council member’s term consisting of two years.
- (5) A person whose term as Council member is ending may stand for re-election.

Election of Council Members

- 13. (1) Where the number of persons standing for Council exceed the vacancies available the election of Council members must be by secret ballot.

- (2) Notwithstanding sub-section (1) Council members entering the second year of their term shall be re-confirmed by a show of hands at the Annual General Meeting preceding the start of their second year in office.

Removing Council Member

14. (1) The Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.
- (2) After removing a Council member, the Strata Corporation must immediately hold an election at the same Annual or Special General Meeting to replace the Council member for the remainder of the term.

Council Vacancies

15. (1) A Council vacancy will exist when a Council member:
 - (a) misses two (2) consecutive meetings without good cause and without proper notification as required by bylaw 19,
 - (b) is unable to perform his/her duties due to prolonged illness,
 - (c) is in arrears with their strata fees for more than thirty (30) days and/or the Strata Corporation is entitled to register a lien against that person's strata lot,
 - (d) ceases to own or his/her spouse ceases to own a strata lot in LMS 1107 – Southwynd,
 - (e) is the subject of a certificate of incapacity issued under the "Dependent Adults Act" or any Act passed in substitution thereof, or,
 - (f) is convicted of an indictable offence.
- (2) A Council member who wishes to resign his/her office may do so by submitting a signed letter of resignation to the Council President.

Replacing Council Member

16. (1) When a Council vacancy occurs during a term, a replacement Council member may be appointed by Council from among persons eligible to sit on Council and that member may serve on Council until an election is held at the first Annual General Meeting following the appointment.
- (2) Notwithstanding bylaw 18 (1) Council may appoint a Council member even if the absence of the member being replaced leaves the Council without a quorum.
- (3) If all the members of the Council resign or are unwilling or unable to act for a period of one month, persons holding at least twenty-five percent (25%) of the Strata Corporation's votes, may hold a Special General Meeting to elect a new Council by complying with the provisions of the

Act, the regulations and the bylaws respecting the calling and holding of meetings.

- (4) When a person ceases to be a member of Council or a committee of Council, said person shall immediately return to the Council any and all keys, manuals, records, documents and all other such items which are the sole property of the Strata Corporation.

Officers

17. (1) At the first Council meeting held after each Annual General Meeting of the Strata Corporation, Council members must elect from among its members, a President and a Vice President and may also elect a Secretary and Treasurer, who shall be the officers of the Strata Corporation.
- (2) The Vice President has the powers and duties of the President, while:
 - (a) the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
- (3) If an officer other than the President is unwilling or unable to act for a period of two or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

Council Meetings

18. (1) Business must not be conducted at a Council meeting unless a quorum is present.
- (2) Any Council member may call a Council meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (3) The notice does not have to be in writing.
- (4) A Council meeting may be held on less than one week's notice if:
 - (a) all Council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation.
- (5) Council should meet at least once in each calendar month, the date and times to be determined by the Council.

Absence From Council Meetings

19. Except in cases of emergency or sudden and unexpected illness, a member of Council who is unable to attend a Council meeting is required to notify the President at least 24 hours prior to the start of the meeting.

Requisition of Council Hearing

20. (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Council meeting.
- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

Who May Attend Council Meetings

21. (1) Owners may attend Council meetings as observers.
- (2) Notwithstanding subsection (1), no observers may attend those portions of Council meetings that deal with hearings or any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Person to Chair a Council Meeting

22. (1) Council meetings must be chaired by the President of the Council.
- (2) If the President is unwilling or unable to act, the meeting must be chaired by the Vice President of the Council.
- (3) If both the President and Vice President are unwilling or unable to chair the meeting, a chair must be elected by the eligible Councilors who are present at the meeting.

Voting at Council Meetings

23. (1) At Council meetings, decisions must be made by a majority of Council members present at the meeting.
- (2) If there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes indicating the precise count of such votes.

Council to Inform Owners of Minutes

24. Council must inform owners of the minutes of all Council meetings within two (2) weeks of the meeting.

Council's Powers and Duties

25. (1) Council may employ for and on behalf of the Strata Corporation such agents and employees as it thinks proper for the control, management

and administration of the common property, common facilities or other assets of the corporation, and the exercise and performance of the powers and duties of the corporation.

- (2) Subject to subsection (3), Council may delegate some or all of its powers and duties to one or more Council members, and specified powers and duties to a person who is not a member of Council.
- (3) Council may delegate its spending powers or duties, but only by a motion, that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or,
 - (b) delegates the general authority to make an expenditure, and
 - (c) a delegation of a general authority to make expenditures under this section must set a maximum amount that may be spent, and must indicate the purpose for which, or the conditions under which, the money may be spent.
- (4) At their discretion Council may revoke any or all delegations made under sub-sections (2) & (3).
- (5) Council may not delegate its powers to determine, based on the facts of a particular case, whether a person:
 - (a) has contravened a bylaw or rule,
 - (b) should be assessed a fine, and the amount of the fine to be levied, or,
 - (c) should be denied access to the recreational facility.

Spending Restrictions

26. (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Notwithstanding subsection (1), a Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Council may authorize expenditures on behalf of the Strata Corporation of up to four percent of the operating budget which were not set out in the annual budget and approved by eligible voters.
- (4) Where Council makes an expenditure under subsection (2) and subsection (3), Council will inform the owners as soon as feasible.

Disposal of Personal Property

27. For the purpose of Section 82(3) of the Act, Strata Corporation LMS 1107, Southwynd, may acquire or dispose of personal property up to and including Five Thousand dollars (\$5,000.00) in value.

Limitation on Liability of Council Member

28. (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a Council member's liability, as an owner, for a judgement against the Strata Corporation.

DIVISION 4 – ANNUAL AND SPECIAL GENERAL MEETINGS

Person to Chair a Meeting

29. (1) Annual and Special General Meetings must be chaired by the President of the Council.
- (2) If the President is unwilling or unable to act, the meeting must be chaired by the Vice President of the Council.
- (3) If neither the President nor the Vice President of the Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by Other Than Eligible Voters

30. (1) Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, if permitted to do so by the chair.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote.

Voting

31. (1) At an Annual or Special General Meeting:
- (a) voting cards must be issued to eligible voters, and,
- (b) a vote is decided by a show of voting cards, unless an eligible voter requests a precise count.

- (2) If a precise count is requested, the chair must decide whether it will be by show of voting cards or, by roll call, secret ballot or some other method.
- (3) When a precise count is requested, the outcome of each vote, including the number of votes for and against the resolution, must be announced by the chair and recorded in the minutes of the meeting.
- (4) If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice President may break the tie by casting a second, deciding vote.
- (5) An owner, tenant, or occupant attending an Annual or Special General Meeting shall not hold more than five (5) proxies on behalf of eligible voters, excluding that owner's vote.
- (6) If an owner, tenant, or occupant attending an Annual or Special General Meeting presents more proxies than permitted under subsection (6) of this bylaw, then that owner, tenant, or occupant, in addition to his or her own vote, shall only be entitled to vote five (5) proxies and the remaining proxies shall be deemed to be ineligible votes for all purposes, including determining a quorum.

Order of Business

32. The order of business at an Annual or Special General Meeting is as follows:
- (a) register proxies and corporate representatives and issue voting cards,
 - (b) determine that there is a quorum,
 - (c) elect a person to chair the meeting, if necessary,
 - (d) present to the meeting proof of notice of meeting,
 - (e) approve the agenda if the meeting is an Annual General Meeting
 - (f) approve minutes, as circulated, of the last Annual or Special General Meeting held within the current year if the meeting is an Annual General Meeting
 - (g) deal with unfinished business if the meeting is an Annual General Meeting
 - (h) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting,
 - (i) ratify any new rules made by Council under section 125 of the Act at the Annual General Meeting following,
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting,

- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting,
- (l) elect Council members if the meeting is an Annual General Meeting,
- (m) deal with new business, including matters about which notice has been given under section 45 of the Act if the meeting is an Annual General Meeting
- (n) terminate the meeting.

DIVISION 5 – GENERAL

Age Restriction

33. (1) No person under the age of 19 years may reside at Southwynd on a permanent basis.
- (2) Individuals under the age of 19 years may visit for a maximum 120 day period in any calendar year. Longer visits require the prior written approval of Council; such approval shall not be unreasonably withheld.
- (3) Anyone residing in a strata lot shall provide satisfactory proof of age within 96 hours of receipt of a written request from Council.

Rental Restrictions

34. (1) Except as provided in Sections 142, 143 and 144 of the Act, rental of strata lots is prohibited.
- (2) Notwithstanding the provisions of subsection (1) above, the Strata Corporation may rent suite 101 B to the Resident Manager.
- (3) Applications to rent under the provisions of Section 144 of the Act must be made to Council in writing and state the reason the owner thinks an exemption should be made and whether the owner wishes a hearing. All supporting documents must be included with the application.
- (4) All approved applications will be for a set period of time which cannot in any circumstances exceed one (1) year.
- (5) An owner who fails to submit a signed "Notice of Tenant's Responsibility Form", (Form "K"), within two (2) weeks of the date of renting a residential strata lot shall be subject to a fine in the amount of One Hundred dollars (\$100.00) for every month or part thereof that the strata lot is rented and Council is not in receipt of a signed Form "K".
- (6) An owner who rents or sublets a strata lot contrary to this bylaw shall be subject to a fine of Five Hundred dollars (\$500.00). If the contravention continues, provisions of bylaw (47) shall be applied.

- (7) Fines levied under this bylaw shall be due and payable by the owner of the strata lot on the same day of the following month on which strata fees are payable.

House Sitting/House Swapping

35. (1) Notwithstanding the provisions of Bylaw 34 (1), an owner, occupant or tenant may have a person or persons sit their strata lot during an extended absence providing:
 - (a) the owner, occupant or tenant continues to be the principal resident of the strata lot and the owner, occupant or tenant's furnishings are not removed,
 - (b) the occupancy period does not exceed ninety (90) days in any twelve month period;
 - (c) the owner, occupant or tenant informs the person of the Strata Corporation's bylaws and rules prior to that person occupying the strata lot,
 - (d) the owner, occupant or tenant accepts full liability for the person's conduct and undertakes to pay any fines that might be levied and to reimburse any costs the Strata Corporation might incur remedying a contravention by such person occupying the strata lot during the absence of the owner, occupant or tenant.
- (2) The owner, occupant or tenant is required to provide Council with the name of the house sitter, the date that the house sitter will be moving into the strata lot, and the term of the occupancy.
- (3) The owner, occupant or tenant shall provide Council with emergency contact information.
- (4) For house sitting arrangements exceeding ninety (90) days in any twelve month period, the owner, occupant or tenant must obtain prior written approval of Council. Such approval shall not be unreasonably withheld.
- (5) The permission to occupy a strata lot by a house sitter is not intended to accommodate short or longer term rentals or leases under programs such as Air BnB, VRBO, Home-Away or any other similar vacation rental or lease programs that are done for financial gain. Such occupancy is specifically prohibited and will be treated as a violation of our rental prohibition with fines of up to \$1000.00 that can be imposed every day if permitted by the Strata Property Act and Regulations.

Move In/Out Procedures

36. (1) A non-refundable "move-in" fee of One Hundred and Fifty dollars (\$150.00) shall be charged to the strata lot account for each change of occupancy.
- (2) An owner, occupant or tenant shall provide the Resident Manager with one week's notice prior to moving furniture and effects in or out of a building, and shall:
- (a) arrange with the Resident Manager for an elevator key one week in advance of any move,
 - (b) only move or remove furniture and effects during the times and in a manner stipulated in the rules of the Strata Corporation,
 - (c) when loading and unloading the elevator, shall lock the elevator doors open for brief periods only to prevent damage to the elevator doors and minimize inconvenience to the other occupants,
 - (d) not prop open elevator doors under any circumstances,
 - (e) prop open and secure entry doors prior to any items being moved in or out of the building.
- (3) Removal of all boxes and waste, which is the result of the move, is the responsibility of the owners, occupants or tenants moving in. Costs incurred by the Strata Corporation in removing such items shall be charged to the strata lot. Such charges and costs are due and payable within thirty (30) days of notice.

Parking and Storage of Vehicles

37. (1) An owner, occupant, or tenant must not use parking stalls for other than the parking of licensed and insured motor vehicles, trailers, motorcycles, electric scooters, and bicycles, unless otherwise approved in writing by Council. The parking of any other type of vehicle or the storage of any other item is not permitted.
- (2) No person shall store combustible materials in a parking stall under any circumstances.
- (3) Any owner, occupant, tenant, or visitor that leaves any item anywhere on or in the common property, or on any limited common property, does so at his/her own risk subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation.
- (4) An owner, occupant or tenant shall not allow any motor vehicle, recreational vehicle, boat or trailer to be stored in the common parking area without prior consent in writing from Council. The owner shall provide Council with proof of "Liability and Physical Damage Insurance" coverage for the total period of storage in the amount of not less than

One Million dollars (\$1,000,000.00). Violation of these bylaws will result in a vehicle being towed off the property at the owner's risk and expense.

- (5) An owner, occupant or tenant shall not park or allow to be parked, any motor vehicle in the garage anywhere except in the space specifically allocated to his/her own strata lot, except when a private arrangement is made in writing between two owners of strata lots. A copy of such arrangement shall be forwarded to Council for approval before becoming effective.
- (6) An owner, occupant or tenant shall not park his/her vehicle at anytime in the "Visitor" parking spaces unless previous permission is received from Council.
- (7) Any visitor wishing to occupy a "Visitor" parking space overnight must place an official and properly completed, "Visitor Parking Permit" on the dash of the visitor's vehicle.
- (8) Designated "Handicap" parking stalls are to be used by vehicles displaying a valid "Handicap" permit hung from the rear view mirror support.
- (9) An owner, occupant, tenant or visitor shall not carry out any oil changes, major repairs or adjustments to motor vehicles, boats or other mechanical equipment on common property or any limited common property, except in the case of an emergency.
- (10) An owner, occupant or tenant must promptly and at his/her own expense, clean up any oil or other substance, which spills or leaks onto the common or limited common property.
- (11) An owner, occupant, tenant or visitor shall not park, or allow to be parked, any vehicle in any area designated or marked as a "Fire Lane" or "Tow-away Zone".
- (12) "Loading Zone" designated areas are for the express purpose of loading and unloading vehicles and for picking up and dropping off passengers. Vehicles are not permitted to park in these areas except for trades persons working within a strata lot. Such vehicles must have a notice on the dash indicating the building and unit number of the strata lot concerned.
- (13) Bicycles are not permitted in elevators, hallways and any other common areas. No bicycles are to be kept on balconies or patios, but shall be stored within the strata lot's storage locker or in the underground parking area allocated to the strata lot. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
- (14) Council shall provide written notice of any violation of this bylaw to the owner, occupant or tenant and if the infraction is not corrected within 24 hours from the date of delivery of such notice, Council, in addition to any

other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.

- (15) Written notice is not required to tow in the event of a second or subsequent infraction of this bylaw.
- (16) The owner, occupant or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including legal costs, towing costs and any other reasonable costs incurred.
- (17) An owner, occupant or tenant must not allow their vehicle to impede into an adjacent parking stall and must park within the boundary lines of the parking stall. The length of the vehicle is to be such that it does not protrude into the driving lane so as to impede the flow of other vehicles. Failure to do so can lead to towing of the vehicle and/or bylaw violation fines.

Electrical Outlets for Parking Stalls

38. (1) Where an electrical outlet is required in a parking stall, an owner, occupant or tenant requiring the service must apply to Council giving their reasons for requiring the service and agreeing to pay for the installation.
- (2) Where Council approves such a request, Council will engage the services of a qualified electrician to make the installation and the cost of the installation shall be borne by the owner, occupant or tenant requesting the service.
- (3) Where such a request is made by an occupant or a tenant, the owner must endorse the request in writing before an installation can be made.
- (4) A user fee may be levied at Council's discretion.

Rental of Parking Stalls/Storage Lockers

39. (1) Parking stalls and/or storage lockers shall not be rented out by the Strata Corporation, or by an owner, occupant or tenant, to any person except to a resident of LMS1107 – Southwynd.
- (2) The Strata Corporation may make rules that set out an annual fee for the rental of parking stalls and storage lockers owned by the Corporation.
- (3) User fees set out in rules made by the Strata Corporation shall be prepaid for the rental period or for the fiscal year, whichever is the lesser.
- (4) Parking stalls and lockers are not to be used to store any gas, propane or other fuel or item that can easily catch fire.

Security

40. (1) Except as otherwise authorized by Council, only registered owners shall be issued registered entrance keys, electronic gate controls and entry codes, and shall be solely responsible for the safe keeping of same.
- (2) An owner will be responsible for the cost of re-keying all common area door locks if any of the keys registered to him/her are lost, or not returned to the Strata Corporation by him/herself, prior to any change of occupancy.
- (3) No owner, occupant, tenant or visitor shall leave open, or unlocked any outside entrance for the purpose of moving into or out of a strata lot unless they provide constant supervision of the entrance.
- (4) No owner, occupant, tenant or visitor shall permit any person to enter a building for any purpose unless that person is known to them or is identified to their satisfaction.
- (5) On receiving an Enter-phone call, the owner, occupant or tenant must verify who is at the entrance before admitting anyone into the building or underground parking facility.
- (6) No owner, occupant, tenant or visitor, without the express permission of Council, is permitted in any part of the restricted common areas of the Strata Corporation, such as the roofs, electrical rooms, mechanical rooms or other locked rooms which do not form part of their strata lot.
- (7) Garage door openers are not to be left in owners' vehicles. Owners who do so will be responsible for the costs associated with changing the security codes in the event of a theft of their door opener.
- (8) When entering or leaving the underground parking area Owners, occupants, tenants and visitors must stop to wait for the gate to the underground parking to close prior to continuing.

Promotions

41. (1) An owner, occupant, or tenant shall not, (with the exception of any sign approved in writing by council, and located on common property), erect or display or permit to be erected or displayed any signs, placards, advertising, notices or other fixtures of any kind upon the common property, exterior of the strata lot or the inside of a strata lot.
- (2) Solicitation for any commercial enterprise or any social, religious or other cause, whether in person or by flyer or publication is not permitted anywhere on the property except as required by Federal or Provincial statutes for elections, initiatives or referendums. This by-law does not apply to community publications which are permitted to be left in the foyer of each building.

Small Claims Court Actions

42. (1) In accordance with section 171(4) of the Act, a Special Resolution of the unit owners to bring suit under the Small Claims Act against an owner or other person to collect money owing to the Strata Corporation is not required under this bylaw.
- (2) Council is hereby authorized, in its sole discretion, to initiate legal proceedings in Small Claims Court to collect money owing without the requirement for a further vote or approval of the owners at a general meeting.

Damage to Property, Liability and Recovery of Costs

43. (1) The owner of a strata lot shall be obligated to pay to the Strata Corporation upon demand the amount of any insurance deductible paid by the Strata Corporation in relation to any claim made under or against the Strata Corporation's insurance policy, the cause of which claim the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for or the source of the damage giving rise to the claim originated in that owner's strata lot.
- (2) If an owner makes an insurance claim under the Strata Corporation's insurance policy in relation to any portion of that owner's strata lot which the Strata Corporation is required to insure for which the owner, a tenant, an occupant of that owners' strata lot or their guest or invitee are responsible for the damage which gave rise to the claim, the owner shall pay directly any deductible related to such claim.
- (3) The Strata Corporation, subject to the terms of the Act and these bylaws, shall recover from an owner or tenant (as the case may be) the costs to repair any physical damage to the common property, limited common property or those portions of a strata lot which the Strata Corporation is required to repair and which is not covered by the Strata Corporation's insurance policy for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in that strata lot. The Strata Corporation may choose to seek recovery (including suing) from only the owner of a strata lot in relation to damage caused by a tenant or occupant of that strata lot or their guest or invitee. Nothing in this section shall act to restrict the rights of the Strata Corporation pursuant to section 133 of the Act.

Communicating with Council

44. (1) Except for emergencies, all communications, applications or complaints must be made in writing and placed in the Council mailbox in the clubhouse or submitted by e-mail to council@southwynd.ca or by leaving

it with a council member at least 10 days prior to the Council meeting at which Council's consideration is required.

- (2) Communicating by e-mail to an individual Council member is not an acceptable means of communicating with Council and such e-mail communications will not be acknowledged or acted upon.

Balcony and Patio Care

- 45 (1) The balcony/patio areas outside the strata lots are for the owner, tenant or occupant's personal use.
- (2) An owner, tenant or occupant is responsible for ensuring that drain pipes are kept clear at all times and that snow is removed from their balcony/patio to ensure that water ingress into the strata lot does not occur. Notwithstanding the provisions of bylaw 10, any damage done to the strata lot due to water ingress resulting from a failure on the part of the owner, tenant or occupant to meet these requirements is the sole responsibility of the strata lot owner. Where an owner, tenant or occupant is unable due to age, infirmity or other disability to clear their balconies or patios the Resident Manager should be informed and a request made for assistance in snow removal. The Resident Manager will endeavor to find someone to undertake the snow removal, the cost of which shall be borne by the owner. Any request for such help must be made in a timely fashion bearing in mind that whether help is immediately available or not, the owner is responsible for repairing any damage to the strata lot that occurs due to water ingress resulting from a buildup of snow and/or ice.
- (3) The enclosed patio areas outside ground floor suites are for the owner, tenant or occupant's personal use and the owner, tenant or occupant is responsible for the landscaping care and gardening maintenance of their patio area.

DIVISION 6 – ENFORCEMENT OF BYLAWS AND RULES

Maximum Fines

46. (1) Except as otherwise provided in these bylaws, the Strata Council shall notify the owner of any breach of the bylaws or rules in writing.
- (2) Except as provided in Bylaw 34, the Act and the Regulations, the Strata Corporation may assess a fine against an owner, occupant or tenant to a maximum of:

- (a) Two Hundred (\$200.00) dollars for each contravention of a bylaw, and,
- (b) Fifty (\$50.00) dollars for each contravention of a rule.

Continuing Contravention

- 47. If an activity or lack of activity that constitutes a contravention of a bylaw or a rule continues beyond seven days, a further fine may be imposed on the eighth day and every seven days thereafter until such time as the activity or lack thereof, that constitutes the contravention ceases.

Payment of Fines and Other Expenses

- 48. Additional assessments or fines authorized by these bylaws, including, but not limited to interest charges, banking charges, filing costs, legal expenses, and any other such expenses incurred by the Strata Corporation to enforce these bylaws or any rule shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following.

DIVISION 7 – VOLUNTARY DISPUTE RESOLUTION

Voluntary Dispute Resolution

- 49. (1) A dispute among owners, occupants or tenants, the Strata Corporation or any combination of the aforesaid may be referred to a dispute resolution committee by a party to the dispute if:
 - (a) all the parties to the dispute consent, and,
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
 - (a) one owner, occupant or tenant of a strata lot in LMS 1107 – Southwynd nominated by each of the disputing parties, and one owner, occupant or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Permitted Work Hours

- 50. (1) Contractors, tradesmen and any owner, resident or visitor conducting an approved alteration to a Strata Lot is permitted to work from 8 AM – 6 PM from

Monday to Friday and 10 AM – 6 PM on Saturday. No construction or demolition work is permitted be done on Sunday or on any statutory holiday except in an emergency or if it is non-noise producing work (ie. Painting).